



## COMPANIES FORM No. 395

## Particulars of a mortgage or charge

**395**Please do not  
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this margin

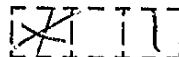
Pursuant to section 395 of the Companies Act 1985

Please complete  
legibly, preferably  
in black type, or  
bold block lettering\* Insert full name  
of company

To the Registrar of Companies

For official use

Company number



2261712

Name of company

\* ROSEHAUGH STANHOPE LUDGATE (HOLDINGS) PLC

Date of creation of the charge

23 November 1992

Description of the instrument (if any) creating or evidencing the charge (note 2)

GROUP DEBENTURE

Amount secured by the mortgage or charge

Group Liabilities and Shareholders Loans as both those terms are defined in an Override Agreement (the "Override Agreement") dated 23 November 1992 and made between National Westminster Bank PLC and County NatWest Limited (as Joint Co-Ordinators) (1) the banks and financial institutions listed in the First Schedule thereto (2) Rosehaugh Stanhope Developments (Holdings) Public Limited Company (3) the company and several other companies (4) County NatWest Limited (as P&O Promissory Noteholder) (5) Rosehaugh Public Limited Company (6) Ivorydown Limited (7) and Stanhope Properties PLC (8).

Names and addresses of the mortgagees or persons entitled to the charge

National Westminster Bank PLC as Security Trustee for the Lenders  
and Shareholders (as those terms are respectively defined in the  
Override Agreement)  
of 135 Bishopsgate London

Postcode

EC2M 3UR

Presentor's name address and  
reference (if any):

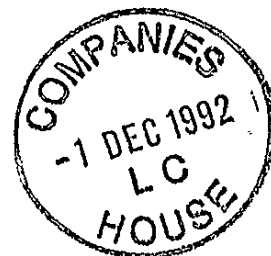
BERWIN LEIGHTON  
Adelaide House  
London Bridge  
London EC4R 9HA  
Ref: MHB/N177/3  
Tel: 071-623 3144

For official Use

Mortgage Section

Post room

Time critical reference



Short particulars of all the property mortgaged or charged

Please do not  
write in  
this margin

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

1. Fixed equitable charge over all estates or interests in or rights over or in respect of any real property now or from time to time vested in the company or to which it is entitled now or from time to time. The company undertakes with the mortgagee that it will, upon demand, execute in favour of the mortgagee a charge by way of legal mortgage over any such estate or interest capable of being so charged, in such form and terms as the mortgagee shall require.
2. Fixed equitable charge over the benefit of each and every Interest Hedging Agreement now or from time to time entered into by it (whether pursuant to the Override Agreement or otherwise) and all monies (if any) from time to time payable to the company under or pursuant to the respective terms of the same.

Particulars as to commission allowance or discount (note 3)

Signed

Date

30/11/1992

On behalf of [company]/[mortgagee/chargee]†

† delete as  
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

Please do not  
write in this  
binding margin

Particulars of a mortgage or charge  
(continued)

Continuation sheet No 1  
to Form No 395 and 410 (Scot)

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

Company number

2261712

Name of company

ROSEHAUGH STANHOPE LUDGATE (HOLDINGS) PLC

Limited\*

\*delete if  
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

Please do not  
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Please complete  
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

3. Fixed equitable charge over each and every Rental Account, Interest Hedging Account and other bank account of whatever nature and however styled now or from time to time subsisting in the name of the company or to which the company is otherwise beneficially entitled now or from time to time, and whether set up pursuant to an Existing Facility Agreement, an Existing Charge, the Override Agreement or otherwise, and, in each case, all respective amounts from time time standing to the credit of, and all interest from time to time accruing in respect of, the same.
4. Fixed equitable charge over all the company's right, title and interest under and to each of the following:-
  - 4.1 All contracts and policies of insurance of whatever nature which are taken out now or from time to time by or on behalf of the company or (to the extent of such interest) in which the company has an interest, and all proceeds of, rights to demand, and debts represented by, the same ("Insurances").
  - 4.2 Each and all of the agreements or contracts already or at any time hereafter entered into by the company with architects, building contractors, construction managers, management contractors, trade contractors, project managers, mechanical and electrical consultants, quantity surveyors, structural engineers, surveyors and other professional advisers in respect of any development or refurbishment of or other works to a Property (as defined in the Group Debenture) and each and all of the bonds or guarantees now or at any time issued to or for the benefit of the company in connection with all or any such agreements or contracts ("Contracts") and all rights of enforcement of, and any claims arising under or pursuant to, all and any of them.
  - 4.3 All stocks, shares, debentures and other securities and investments held by or otherwise vested in the company or to which it is otherwise beneficially entitled now or from time to time, together with all dividends and interest paid or payable in relation to the same, all shares, securities, rights, monies or property accruing or offered at any time in relation to the same by way of redemption, substitution, exchange, bonus or preference, pursuant to option rights or otherwise, and any proceeds of the same ("Securities").
  - 4.4 All book and other debts, present or future, now or from time to time owing or due to the company and all proceeds of, and the rights to recover, the same ("Debts").

Continuation sheet No 2  
to Form No 395 and 410 (Scot)

Company number

2261712

\*delete if inappropriate

Limited\*

Description of the instrument creating or evidencing the mortgage or charge (continued) {note 2}

Amount due or owing on the mortgage or charge (continued)

Please do not  
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b



Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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- 4.5 The present and future goodwill of the company's business and all its uncalled capital from time to time.
- 4.6 All know-how, patents, trademarks, service marks, designs, business names, topographical or similar rights, copyrights and other intellectual property monopoly rights and any interests (including by way of licence) in any of the foregoing (whether registered or not and including all applications for the same) vested in the company or to which it is otherwise entitled now or from time to time.
5. Floating charge over all the company's property, assets, revenues and undertaking whatsoever and wheresoever, both present and future.

NOTES

A. In this Form 395:-

(i) the following words and expressions have the respective meanings ascribed by the Override Agreement - BRB Charges; Existing Charges; Existing Facility Agreement; Interest Hedging Account; Interest Hedging Agreement; NWB Cash Pool Account; Rental Account; and

(ii) all references to the Group Debenture or to an agreement, deed or other document are to the Group Debenture or such agreement, deed or other document as amended, modified or varied from time to time in writing and any other document entered into supplemental thereto.

- B. The company covenants with the mortgagee that, if it shall sell shares in any other company, it will, promptly on receipt, pay into the NWB Cash Pool Account all sums paid to it in respect of such sale other than those sums excluded by paragraph (iii) of clause 19.3 of the Override Agreement.
- C. The company covenants with the mortgagee that, subject to the provisions of clause 6 of the Group Debenture, it will, promptly on receipt, pay or cause to be paid into the NWB Cash Pool Account all sums paid to it or on its behalf in respect of any Insurances which are required to be so paid under the Override Agreement.
- D. The company covenants with the mortgagee that it will, promptly on receipt, pay into the NWB Cash Pool Account any sums representing Debts owed to it and will, on demand by the mortgagee, execute and deliver to the mortgagee an absolute assignment of all or any of such Debts.

Please do not  
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**Particulars of a mortgage or charge  
(continued)**

Continuation sheet No 3  
to Form No 395 and 410 (Scot)

Please complete  
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Company number

2261712

Name of company

ROSEHAUGH STANHOPE LUDGATE (HOLDINGS) PLC

Limited\*

\*delete if  
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

- E. The company covenants with the mortgagee that it will, on demand by the mortgagee, execute and deliver to the mortgagee all such share transfers and other documents as may be requested by the mortgagee to enable it to acquire legal title to the Securities.
- F. The company covenants that it will not, without the prior written consent of the mortgagee, either:-
- (i) create or attempt to create or suffer or permit to subsist any mortgage, charge, pledge, hypothecation, lien or other security interest of whatsoever nature ranking or purporting to rank in priority to, pari passu with or subsequent to the charges over the property, revenues, assets and undertaking charged by the Group Debenture, both present and future ("Charged Assets") other than the Existing Charges, the BRB Charges, any other security interest permitted by clause 29.3 of the Override Agreement and any rights of set-off or appropriation permitted under or by virtue of the Override Agreement; and/or
  - (ii) otherwise deal with or dispose of, or contract or purport to do any of such things in respect of, the Charged Assets which are subject only to the above-mentioned floating charge, or suffer to arise any set-off or other third party rights in the same other than as expressly permitted by the Override Agreement or otherwise in the ordinary course of the business of the company.
- G. The company shall execute and do all such assurances, acts and things as the mortgagee may require for perfecting the security intended to be created by the Group Debenture over the Charged Assets or facilitating the realisation of all or any of them, including the execution of transfers, conveyances, assignments and assurances of the Charged Assets.

FILE COPY



CERTIFICATE OF THE REGISTRATION  
OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

I hereby certify that a mortgage or charge dated the 23rd NOVEMBER 1992  
and created by ROSEHAUGH STANHOPE LUDGATE (HOLDINGS) PLC

for securing all moneys due or to become due from THE COMPANY AND/OR ALL  
OR ANY OF THE OTHER COMPANIES NAMED THEREIN to NATIONAL WESTMINSTER BANK  
PLC AS SECURITY TRUSTEE FOR THE LENDERS AND SHAREHOLDERS (AS DEFINED)  
under the terms of THE "OVERRIDE AGREEMENT" DATED 23rd NOVEMBER 1992 AND  
THIS CHARGE

was registered pursuant to Chapter I Part XII of the Companies Act  
1985, on the 1st DECEMBER 1992

Given under my hand at the Companies Registration Office,  
Cardiff the 7th DECEMBER 1992

No. 2261712

LC

A handwritten signature in cursive script, reading 'A. P. Goddard'.

A. P. GODDARD

an authorised officer

C.69